

**Amendment to the Interconnection Agreement
Between
Cricket Communications, Inc.
and
Qwest Corporation
In the State of Nebraska**

This Amendment ("Amendment") is made and entered into by and between Cricket Communications, Inc. ("Cricket" or "WSP") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, Cricket and Qwest entered into an Interconnection Agreement for service in the state of Nebraska that was effective September 19, 2001 ("Agreement"); and

WHEREAS, Cricket and Qwest desire to amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made to modify the terms and conditions described below:

Section (B)2.3.5.1.1, End Office Call Termination, is modified to read as follows:

(B)2.3.5.1.1 The Parties agree that, based on a three month study of actual traffic exchanged between the Parties that the traffic is roughly balanced, end office call termination compensation for Local Traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of Local Traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

Section (B)2.3.5.1.2, is modified to read "Reserved for future use."

Section (B)2.3.5.2.1, Tandem Switched Transport, is modified to read as follows:

(B)2.3.5.2.1 For traffic delivered through a Qwest local or access tandem switch, the Parties agree that, based on a three month study of actual traffic exchanged between the Parties that the traffic is roughly balanced, switched transport functions for Local non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

Sections (B)2.3.5.2.2 and (B)2.3.5.2.3 are modified to read "Reserved for future use."

Section (B) 2.3.5.3 is modified to read "Reserved for future use."

Section (B)2.3.7, ISP-Bound Traffic, in its entirety, is modified to read as follows:

(B)2.3.7.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP bound traffic.

Neither Party shall lose any of its rights from the original Agreement by entering into this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon the Nebraska Public Service Commission's approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Amendments; Waivers.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or

breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cricket Communications, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

L.T. Christensen

Name Printed/Typed

Director-Interconnection Agreements

Title

Date